

# EXHIBIT A

SD 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

# United States District Court

SOUTHERN

DISTRICT OF

NEW YORK

THE EDWARD ANDREWS GROUP INC.,

Plaintiff

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

ADDRESSING SERVICES COMPANY, INC.,

Defendant

**JUDGE SWAIN**

**04 CV 6731**

TO: (Name and address of defendant)

Addressing Services Company  
88 Long Hill Street  
East Hartford, Connecticut 06108

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

an answer to the complaint which is herewith served upon you, within \_\_\_\_\_ days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

A TRUE COPY  
ATTEST  
PROCESS SERVER  
CHRISTINE I

**J. MICHAEL McMAHON**

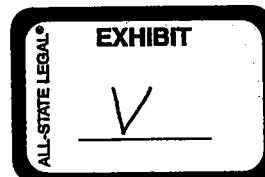
AUG 19 2004

CLERK

DATE

*Melanie L. Lopez*

(BY) DEPUTY CLERK



A00367

AO 440 (Rev. 10/93) Summons in a Civil Action - SDNY WEB 4/99

RETURN OF SERVICE		
Service of the Summons and Complaint was made by me <sup>1</sup>	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____ _____		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____ _____		
<input type="checkbox"/> Returned unexecuted: _____ _____ _____		
<input type="checkbox"/> Other (specify): _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____  <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> <div style="text-align: center;">Date</div> <div style="text-align: center;">Signature of Server</div> </div> <div style="text-align: center; margin-top: 20px;">Address of Server</div> </p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

David C. Burger (DB-8666)  
ROBINSON BROG LEINWAND GREENE  
GENOVESE & GLUCK P.C.  
Attorneys for Plaintiff  
1345 Avenue of the Americas  
New York, New York 10105-0143  
(212) 603-6300

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE EDWARD ANDREWS GROUP INC.,

Plaintiff,

- against -

ADDRESSING SERVICES COMPANY, INC.,

Defendant.

No. 04 Civ. 6731

COMPLAINT

Plaintiff, The Edward Andrews Group Inc. ("EAG"), by its attorneys, Robinson  
Brog Leinwand Greene Genovese & Gluck P.C., as and for its complaint, alleges as follows:

THE PARTIES

1. Plaintiff EAG is a New York corporation with its principal place of business located at 370 Lexington Avenue, New York, New York 10017.
2. Upon information and belief, Defendant Addressing Services Company, Inc. ("ASCO") is a Connecticut corporation with its principal place of business located at 88 Long Hill Street, East Hartford, Connecticut 06108.

JURISDICTION AND VENUE

3. This Court has jurisdiction of this action pursuant to 28 U.S.C. § 1332(a) in that the parties to this action are citizens of different states and the matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2).

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

5. ASCO is engaged in the business of direct mailing.

6. EAG introduced ASCO to Jeffrey Klein ("Klein") and a business opportunity ("Business Opportunity") to, inter alia, expand its operations to include first party collection and mailing services with Klein managing the expansion.

7. Prior to such introduction, EAG entered into a Non-Circumvention Agreement with Klein which prohibited Klein from entering into an agreement with any party introduced to Klein by EAG without either including EAG in the business venture or compensating EAG for its efforts.

8. EAG introduced Klein to ASCO and the Business Opportunity and rendered services to Klein and ASCO in good faith based on, inter alia, the Non-Circumvention Agreement and an oral understanding and agreement that EAG would participate in the Business Opportunity.

9. After EAG introduced ASCO to the Business Opportunity, ASCO and Klein secretly met and conspired to breach the Non-Circumvention Agreement and exclude EAG from the Business Opportunity.

10. EAG learned of such meeting and demanded that it participate in the Business Opportunity or be compensated for the introduction and its efforts.

11. ASCO requested that EAG (i) waive its rights under the Non-Circumvention Agreement, (ii) waive its rights to participate in the Business Opportunity, (iii) release Klein and ASCO from any liabilities, and (iv) act as an advisor to ASCO on the Business Opportunity and other matters.

12. In consideration of (i) ASCO being introduced to the Business Opportunity, (i) EAG waiving its rights under the Non-Circumvention Agreement, (ii) EAG waiving its rights to participate in the Business Opportunity, (iii) EAG releasing Klein and ASCO from any liabilities, and (iv) EAG acting as an advisor to ASCO on the Business Opportunity and other matters, EAG and ASCO agreed, among other things, that ASCO would pay EAG \$8,300.00 per month for a period of sixty (60) months for a total of \$498,000.00.

13. This agreement (the "Consulting Agreement") was memorialized in writing and executed by EAG and ASCO. A copy of the Consulting Agreement is attached hereto as Exhibit A.

14. EAG has fulfilled all of its obligations under the Consulting Agreement.

15. Pursuant to the Consulting Agreement, the first installment payment of \$8,300.00 became due and payable upon the execution of the Consulting Agreement. All subsequent installment payments were to be paid on the first day of each successive month following the execution of the Consulting Agreement.

16. ASCO paid to EAG the first three installment payments of \$8,300.00 for a total of \$24,900.00.

17. ASCO failed to pay to EAG the June 2004 installment payment.

18. Section 6 of the Consulting Agreement states:

Failure to Pay. If [ASCO] fails to make payment for a particular month, [EAG] shall provide written notice of such failure. In the

event that payment is not made within 10 days after such notice to [ASCO], all remaining payments shall automatically be accelerated and become due and payable and not be subject to Section 3 above.

19. EAG telephoned ASCO on June 2, 2004 and informed ASCO that it had not received the June 2004 installment payment and EAG was told it would be sent immediately.

20. EAG still did not receive the June 2004 installment payment and EAG again attempted to communicate with ASCO concerning ASCO's failure to make the June 2004 installment payment, and EAG left telephone messages for ASCO in that regard, but ASCO has failed and refused to respond.

21. On or about June 8, 2004, EAG provided to ASCO written notice of ASCO's failure to make the June 2004 installment payment ("Default Notice"). The Default Notice was sent to ASCO via Federal Express.

22. ASCO failed to make the June 2004 installment payment within ten (10) days after receipt of the Default Notice.

23. Pursuant to the Consulting Agreement, as of June 19, 2004, all the remaining installment payments were automatically accelerated and became due and payable.

24. On June 24, 2004, EAG sent ASCO a Demand Letter requesting the payment of \$473,100 owed pursuant to the Consulting Agreement.

25. To date, neither the June 2004 installment payment nor any part of ASCO's accelerated debt to EAG has ever been paid, and ASCO has failed to communicate with EAG concerning the Default Notice.

**FOR A FIRST CLAIM**  
**(Breach of Contract)**

26. EAG incorporates the allegations of paragraphs 1 through 25 above.

- 27. EAG and ASCO entered into the Consulting Agreement.
- 28. EAG fulfilled all of its obligations under the Consulting Agreement.
- 29. ASCO breached the Consulting Agreement by failing to pay monies owed to EAG by ASCO pursuant to the terms of the Consulting Agreement.
- 30. By reason of the foregoing, ASCO is indebted to EAG in the amount of \$473,100.00, together with interest thereon.

**FOR A SECOND CLAIM**  
**(Attorney's Fees And Costs)**

- 31. EAG incorporates the allegations of paragraphs 1 through 25 and 27 through 30 above.
- 32. Section 10 of the Consulting Agreement states:  
  
Litigation. If any litigation is commenced as a result of this Agreement, the party most prevailing shall be entitled to, in addition to any and all other remedies at law, an award of its attorney's fees and expenses incurred in connection with such litigation.
- 33. By reason of the foregoing, ASCO is indebted to EAG in the total sum of EAG's attorney's fees and costs incurred in relation to the herein action.



**FOR A THIRD CLAIM**  
**(QUANTUM MERUIT)**

34. EAG incorporates the allegations of paragraphs 1 through 25, 27 through 30 and 32 through 33 above.

35. EAG introduced ASCO to Klein and the Business Opportunity and rendered services to ASCO with the expectation of being compensated.

36. The reasonable value of EAG's introduction of Klein and the Business Opportunity to ASCO, the reasonable value of the resolution of EAG's disputed right to participate in the Business Opportunity, and the reasonable value of the services rendered by EAG is not less than \$498,000.00.

37. To date, ASCO has only paid EAG \$24,900.00 for the business opportunity introduction and the services rendered by EAG.

38. By reason of the foregoing, ASCO is indebted to EAG in *quantum meruit* in the amount not less than \$473,100.00, together with interest thereon.

**FOR A FOURTH CLAIM**  
**(Unjust Enrichment)**

39. EAG incorporates the allegations of paragraphs 1 through 25, 27 through 30, 32 through 33 and 35 through 38 above.

40. EAG introduced ASCO to Klein and the Business Opportunity and rendered services to ASCO.

41. ASCO has been unjustly enriched by these actions taken by EAG for ASCO's benefit.

42. By reason of the foregoing, ASCO is indebted to EAG in the amount of \$473,100.00, together with interest thereon.

WHEREFORE, EAG respectfully requests that this Court grant judgment in its favor and against ASCO as follows:

- A. on the First Claim, in the amount of \$473,100.00, together with interest thereon;
- B. on the Second Claim, in the amount of the attorney's fees and costs incurred by EAG relating to the herein action;
- C. on the Third and Fourth Claims, in an amount not less than \$473,100.00, together with interest thereon; and
- D. granting such other and further relief in favor of EAG as this Court deems just and proper.

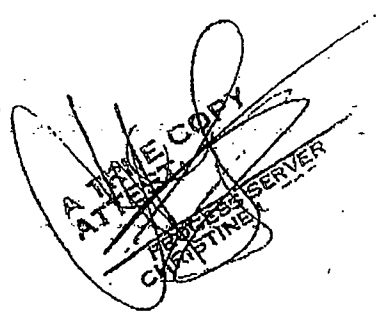
Dated: New York, New York  
August 18, 2004

ROBINSON BROG LEINWAND GREENE  
GENOVESE & GLUCK, P.C.

By: 

David C. Burger (DB-8666)

1345 Avenue of the Americas  
New York, New York 10105-0143  
(212) 603-6300  
Attorneys for Plaintiff

  
A TRUE COPY  
ATTEST  
JESSICA SERVER  
CLERK

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Exhibit A

A00376

CONSULTING AGREEMENT

This Agreement made this 13<sup>th</sup> day of January, 2004, by and between The Edward Andrews Group Inc., a New York corporation organized and existing under the laws of the State of New York with a principal place of business at 370 Lexington Avenue, New York, New York 10017, "Consultant," and Addressing Services Company, Inc., a Connecticut corporation organized and existing under the Laws of the State of Connecticut, with a principal place of business at 88 Long Hill Street, East Hartford, Connecticut 06108 ("ASCO"), and together with any of its parent entity, subsidiary, or entities directly or indirectly affiliated with any of the foregoing or Michael Rittlinger or a member of Michael Rittlinger's family (collectively, "Client").

WHEREAS, Consultant introduced to Client a potential opportunity (the "Business Opportunity") to expand its current business into first party collection and mailing services, including certain individuals to implement such expansion; and Consultant was to be a principal in such activities, and now is willing to forego same; and

WHEREAS, Client has consulted with the Consultant on various matters pertaining to expanding the operation of its business as it relates to first party collection, and statement processing, all related to the mail industry; and

WHEREAS, Client desires to compensate Consultant for its valuable and beneficial services provided to Client up to the date hereof, over a five (5) year period for services already provided and completed and to resolve the dispute over Consultant's right to participate in the Business Opportunity.

NOW THEREFOR, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Compensation. Client shall pay Consultant \$8,300.00 per month for a period of sixty (60) months subject to paragraph 3 hereof. The first payment shall be due and payable upon the execution of this Agreement and the remaining fifty nine (59) payments shall be paid by Client on the first day of each successive month following the execution of this Agreement. Neither an invoice nor request by Consultant to Client is required to receive the above described payments.

2. Term. This Agreement shall terminate upon the 60<sup>th</sup> installment payment, or pursuant to the terms herein.

3. Suspension of this Agreement. If, during the term of this Agreement, neither Jeffrey Klein nor any member of Jeffrey Klein's family (collectively, the "Klein Group") is

(S&B:asm,rcm,t)

directly or indirectly affiliated with Client and does not receive or accrue any form of compensation or consideration from Client during a period of ninety (90) days, thereafter the installment payments and the calculation of the term set forth above shall be suspended. Payments hereunder shall immediately resume in the event that the Klein Group begins to receive or accrue compensation or consideration of any kind or is again directly or indirectly affiliated with Client and shall be paid in successive months thereafter until Consultant is paid in full.

If the Klein Group receives any compensation or consideration upon terminating its relationship with Client that is in excess of money owed for work previously performed, Consultant shall continue to receive its monthly installment for a period of 12 months after such termination.

4. Notices. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given by registered or certified mail (postage prepaid, return receipt requested), or by nationally recognized overnight delivery service, or personally delivered to the address provided below:

If to Consultant:

The Edward Andrews Group Inc.  
370 Lexington Avenue, 19<sup>th</sup> Floor  
New York, New York 10017  
Attention: Timothy Brog  
Telephone: (212) 557-6150  
Facsimile: (212) 557-6140

If to Client:

Addressing Services Company, Inc.  
88 Long Hill Street  
East Hartford, Connecticut 06108  
Attention: Mr. Michael Rittlinger  
Telephone: (860) 290-6655  
Facsimile: (860) 282-2077

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, (b) one (1) Business Day after being sent by Federal Express or other overnight courier of national reputation for next day delivery, and (c) five (5) Business Days after being sent, if sent by registered or certified mail. Any of the Parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other Parties hereto. Notice to in-house or outside counsel of any Party hereto shall not constitute notice to such Party.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, successors and assigns. This Agreement may not be assigned. However, at its sole discretion, Consultant may direct Client to make payment to another entity or individual.

6. Failure to Pay. If Client fails to make a payment for a particular month, Consultant shall provide written notice of such failure. In the event that payment is not made

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within 10 days after such notice to Client, all remaining payments shall automatically be accelerated and become due and payable and not be subject to Section 3 above.

7. Amendment. No amendments, modifications or additions to this Agreement shall be binding unless in writing and executed by the parties hereto. Solely with respect to the introduction of the Business Opportunity and the Klein Group to Client, this Agreement shall be deemed to express and embody and supercede all other previous understandings, agreements, commitments, either written or oral, between the parties hereto and to fully and finally set forth the entire agreement between the parties.

8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law doctrine and the parties hereto agree to the exclusive jurisdiction of the federal and state courts in New York County, New York.

10. Litigation. If any litigation is commenced as a result of this Agreement, the party most prevailing shall be entitled to, in addition to any and all other remedies at law, an award of its attorney's fees and expenses incurred in connection with such litigation.

11. Release. Simultaneously with the execution of this Agreement, the parties hereto and Jeffrey Klein shall execute Releases in the form attached hereto as Exhibit A.

12. Confidentiality. The parties hereto agree that they shall keep confidential and not disclose to other persons the terms of this Agreement, except that they may make such disclosures of this Agreement and the terms hereof (i) as shall be required by applicable law or (ii) to their officers, directors, agents and employees and their professional advisors. Notwithstanding the foregoing, Client consents to Consultant's disclosure that Consultant was responsible for the introduction of the Business Opportunity and the Klein Group to Client for promotional or marketing purposes.

13. Sale of ASCO. All payments remaining pursuant to this Agreement shall be accelerated and become immediately due and payable upon the sale of ASCO, substantially all of its assets or a controlling interest in ASCO.

IN WITNESS WHEREOF, the parties hereto intend to be legally bound, have hereunto executed this Agreement the date and year first written above and signed.

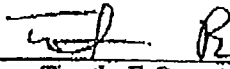
ADDRESSING SERVICES COMPANY, INC.

By

  
Michael L. Rittlinger, President

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THE EDWARD ANDREWS GROUP, INC.

By   
Timothy E. Brog, President

(002114-011200,1)4

\*\* TOTAL PAGE.16 \*\*

A00380

# EXHIBIT B



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE EDWARD ANDREWS GROUP INC.,

Plaintiff,

-against-

ADDRESSING SERVICES COMPANY, INC.,

Defendant.

04 Civ. 6731 (JTS)

**FINAL JUDGMENT**

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 12/20/05

This matter having come before the Court on plaintiff's motion for summary judgment as to its first and second claims for relief, and on defendant's cross-motion for leave to amend its answer, and the Court having issued its Opinion and Order, dated November 29, 2005, granting defendant's cross-motion, granting summary judgment in favor of plaintiff on its first and second claims for relief, directing the dismissal of plaintiff's third and fourth claims for relief that were plead in the alternative, and directing plaintiff to file a statement of the attorneys' fees and expenses sought pursuant to the second claim for relief, and plaintiff having filed a statement of damages, and defendant having filed no opposition to plaintiff's statement of damages, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore,

**IT IS ORDERED, ADJUDGED AND DECREED** that the plaintiff The Edward Andrews Group, Inc. recover of the defendant Addressing Services Company, Inc. the total sum of \$495,786.25, plus interest as provided by law from the date of this Final Judgment, comprised of \$473,100.00 on plaintiff's first claim for relief, and

\$19,925.50 in attorneys' fees and \$2,760.75 in expenses on plaintiff's second claim for relief; and

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that plaintiff's third and fourth claims for relief are dismissed with prejudice.

The Clerk of the Court is directed to enter this Final Judgment forthwith.

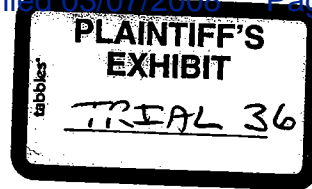
Dated at New York, New York, this 20<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
**LAURA TAYLOR SWAIN**  
United States District Judge

r

**THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON \_\_\_\_\_**

# EXHIBIT C



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65Q7ANDC

1 UNITED STATES DISTRICT COURT  
1 SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 EDWARD ANDREWS GROUP, INC.,

4 Plaintiff,

5 v.

04 Civ. 6731

6 ADDRESSING SERVICES COMPANY, INC.,

7 Defendant.

8 -----x

9 May 26, 2006  
9 11:30 a.m.

10 Before:

11 HON. ANDREW J. PECK,

12 Magistrate Judge

13 APPEARANCES

14 ROBINSON BROG

15 Attorney for Plaintiff

15 BY: DAVID C. BURGER

16 LITMAN ASCHE & GIOIELLA LLP

17 Attorney for Defendant

17 BY: RICHARD M. ASCHE

18 ALSO PRESENT: TIMOTHY BROG

19 CHARLES ALFANO, JR., ESQ. (via telephone)

19 MICHAEL RITTLINGER (via telephone)

20  
21  
22  
23  
24  
25 SOUTHERN DISTRICT REPORTERS, P.C.  
(212) 805-0300

2

65Q7ANDC

1 (In the robing room)

2 THE COURT: Mr. Rittlinger, are you still there?

3 MR. RITTLINGER: I'm here.

4 THE COURT: We are on the record in the case of Edward  
5 Andrews Group, Incorporated versus Addressing Services Company,  
6 Incorporated, 04 Civ. 6731, to record the post-judgment

7 settlement agreement that the parties have just reached.

8 I am going to ask counsel who are present and counsel  
9 on the phone, as well as clients present and on the phone, to  
10 pay careful attention as I state the agreement, and I will ask  
11 all of you at the end to affirm that that is indeed the  
12 agreement.

13 Present in the courtroom, for the record, is Mr.  
14 Burger, counsel of record for the plaintiff, and Mr. Timothy  
15 Brog, a managing director of the plaintiff.

16 Also in the courtroom is Mr. Asche, counsel of record  
17 for the defendant. Present on the phone is Mr. Charles Alfano,  
18 Jr., general corporate counsel for defendant Addressing  
19 Services Company; and Mr. Michael Rittlinger on the phone, who  
20 is a principal or the principal of the defendant.

21 The parties have agreed to have defendant pay the  
22 outstanding judgment in the following fashion:

23 All payments to be made by certified check, to be  
24 delivered to Mr. Burger at the Robinson Brog firm on or before  
25 the due date.

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(212) 805-0300

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1 The first payment in the sum of \$100,000 will be  
2 delivered on or before June 2, 2006. The second payment in the  
3 sum of \$50,000 is due 50 days from today. The third payment,  
4 the sum of \$224,000 is due 100 days from today. And the final  
5 payment of \$25,000 is due 150 days from today.

6 The total of all four payments being \$399,000.

7 All four payments are personally guaranteed by  
8 Mr. Rittlinger as well as being the obligation of the defendant  
9 Addressing Services Company, Incorporated.

10 In the event that all four payments totaling \$399,000  
11 are made by or on behalf of Addressing Services Company without  
12 the need to utilize Mr. Rittlinger's guarantee or for plaintiff  
13 to take any other collection efforts, then the judgment  
14 previously entered on or about December 20, 2005, in the sum of  
15 \$495,786.25, then the judgment in full will be extinguished and  
16 a satisfaction of judgment will be filed by the plaintiff.

17 In the event that the total \$399,000 is not paid or is  
18 only paid after utilization of the personal guarantee and other  
19 collection efforts, then the judgment remains due, subject to  
20 credit for any payment made, and the judgment and interest and  
21 all other provisions of the judgment and of judgment  
22 enforcement will remain.

23 In addition, Mr. Rittlinger agrees that as part of his  
24 personal guarantee of the \$399,000 he will not transfer any  
25 personal assets other than in the normal course of his personal

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(212) 805-0300

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1 life, meaning obviously you can pay your regular credit card  
2 bills, mortgage, eat, all those good things, but not, for  
3 example, transferring major assets to a family member, friend

4 or anything outside of what would be normal course of your  
5 life.

6 In addition, the court's subpoena that was enforced by  
7 Judge Swain and myself will be considered outstanding but held  
8 in abeyance until the \$399,000 is paid, at which point the  
9 subpoena will be deemed extinguished.

10 In addition, obviously the plaintiff agrees, as long  
11 as all payments under this payment plan are being made as  
12 scheduled, to refrain from any other efforts to enforce the  
13 judgment, but the judgment remains outstanding until the  
14 \$399,000 is paid pursuant to this schedule as previously  
15 described by the court.

16 I believe that states all the terms that the parties  
17 have agreed to.

18 Mr. Burger and Mr. Asche, is there anything I have  
19 forgotten or gotten wrong?

20 MR. ASCHE: Your Honor, just as a matter of mechanics,  
21 would it be OK with Mr. Burger if in exchange for the final  
22 \$25,000 certified check he gives me a satisfaction of judgment  
23 that I can file?

24 THE COURT: You can do that simultaneously by some  
25 form of informal escrow or meet in the middle between your two  
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(212) 805-0300

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1 offices, shake hands and exchange the certified check for the  
2 satisfaction.

3 MR. ASCHE: And in terms of transferring assets, I  
4 take it that your Honor has in mind that Mr. Rittlinger would  
5 not do anything that would operate as a fraud on this judgment.

6 THE COURT: Correct.

7 MR. ASCHE: If he transfers assets for consideration,  
8 that would not violate the settlement.

9 THE COURT: As long as the consideration remains  
10 available. You know, if he sells his house at the market rate  
11 for a million bucks, and that's the market rate for the house,  
12 and the million dollars goes into a bank account and doesn't  
13 get dissipated, you know, that's fine. If he sells a million  
14 dollar house for \$200,000, that's a problem. You understand  
15 that, right?

16 MR. ASCHE: Yes, I could do.

17 MR. BROG: Will we receive notice if there is a sale  
18 of the house or sale of anything?

19 THE COURT: Sale of any major asset, even for value,  
20 should be on notice to the plaintiff through counsel.

21 All right. Mr. Burger, as counsel of record for the  
22 plaintiff, and subject to your client's assent that I will ask  
23 for in a moment, do you agree to the terms of the settlement.

24 MR. BURGER: Yes, I do.

25 THE COURT: Mr. Brog, please raise your right hand.  
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(212) 805-0300

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1 Do you solemnly swear that the answers you are about to give to  
2 my question or questions will be true and correct, so help you  
3 God?

4 MR. BROG: So help me God.

5 THE COURT: You are a managing director of Edward  
6 Andrews Group, Incorporated?

7 MR. BROG: Yes I am.

8 THE COURT: You are authorized to enter into this  
9 settlement?

10 MR. BROG: Yes, I am.

11 THE COURT: Have you gotten the advice of your  
12 attorney, Mr. Burger, in connection with this?

13 MR. BROG: Yes, I have.

14 THE COURT: And having heard the terms of the  
15 settlement post-judgment, post-judgment settlement as I have  
16 described it on the record, do you on behalf of Edward Andrews  
17 Group agree to the terms as described?

18 MR. BROG: Yes.

19 THE COURT: All right. We're going to do the same  
20 drill on the defendant's side.

21 Mr. Asche, as counsel of record for defendant  
22 Addressing Services Company, and subject to the assent of  
23 corporate counsel and the client, do you agree to the terms of  
24 the settlement?

25 MR. ASCHE: Yes, your Honor.

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(212) 805-0300

7

65Q7ANDC

1 THE COURT: All right. Mr. Alfano, as corporate  
2 general counsel for Addressing Services Company, do you agree  
3 to the terms of the settlement as I have read them?

4 MR. ALFALO: Yes, your Honor.

5 THE COURT: Mr. Rittlinger, please raise your right  
6 hand. To you affirm that you have raised your right hand?

7 MR. RITTLINGER: Yes.

8 THE COURT: Do you solemnly swear that the answers you  
9 will give to my questions will be true, complete and correct,  
10 so help you God?

11 MR. RITTLINGER: Yes.

12 THE COURT: All right. Mr. Rittlinger, you are a  
13 principal or the principal of Addressing Services Company?

14 MR. RITTLINGER: I am.

15 THE COURT: And are you authorized to enter into this  
16 settlement agreement on behalf of Addressing Service?

17 MR. RITTLINGER: Yes.

18 THE COURT: And you have gotten the advice of your  
19 general counsel, Mr. Alfano, and your litigation counsel, Mr.  
20 Asche, correct?

21 MR. RITTLINGER: Correct.

22 THE COURT: And you understand the terms of the  
23 post-judgment settlement that I have described?

24 MR. RITTLINGER: I have, yeah.

25 THE COURT: And do you understand that in addition to

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1 the obligation you are entering into on behalf of the company,  
2 you are also entering into a personal guarantee of the  
3 \$399,000? Correct?  
4 MR. RITTLINGER: Correct.  
5 THE COURT: And you have agreed to that.  
6 MR. RITTLINGER: I have.  
7 THE COURT: All right. And on behalf of yourself  
8 personally and Addressing Services Company, incorporated,  
9 having heard the terms of the settlement, including that of the  
10 personal guarantee, and having gotten the advice of your  
11 attorneys Mr. Alfano and Mr. Asche, do you agree to the terms  
12 of the settlement?  
13 MR. RITTLINGER: I do.  
14 THE COURT: All right. All parties having agreed to  
15 the terms of the post-judgment settlement, you now have a  
16 binding settlement agreement. The court is entering it on this  
17 transcript as a so-ordered court order, in addition to its  
18 private contractual nature.  
19 I will direct counsel on both sides, Mr. Asche and Mr.  
20 Burger, to make arrangements with the court reporter to get the  
21 transcript and get it filed with the clerk of the court. I  
22 will instruct the clerk of the court administratively to close  
23 this action.  
24 The judgment, of course, remains outstanding unless  
25 and until satisfied. And if there is any further matters in

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1 connection with post-judgment discovery -- and hopefully not --  
2 and anything having to do with failure under the settlement  
3 agreement, you know where to find the court. All right.  
4 Anything further from anybody?  
5 MR. ASCHE: Thank you, your Honor for your assistance.  
6 MR. BURGER: Thank you.  
7 MR. BROG: Thank you.  
8 THE COURT: We are adjourned. Thank you all.

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